

#### FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Love was employed by APAC from March 28 until August 31, 2005 as a full-time customer service representative. She was discharged for insubordination. On August 30, Ms. Love was advised by Rikki Shaver that she was being moved to a different work group and would need to relocate to a different workstation on August 31.

Ms. Love reported to work on August 31 and sat in her usual seat. When Ms. Shaver advised her that she would need to move, Ms. Love indicated she would prefer to remain in her old seat. She was told that moving was a requirement so that all members of the same team sat together. Ms. Shaver told her it made managing the team easier if all members were together. Ms. Love indicated she felt more comfortable in her old seat because there were fewer people in the area. She was advised that, if she refused to move, she would receive a final written warning and would be subject to discharge if she still refused to move. When she again indicated her preference to remain in the old area, she was given a written warning. She refused to sign the warning but was again told that she would be discharged if she refused to move to the new group. Ms. Love's response was "that's fine." She then indicated that she wanted to speak to someone in human resources.

After speaking with human resources, Ms. Love's discharge was confirmed. She did not indicate any willingness to abide by the directive that she move her work location. The above matter was the sole reason for Ms. Love's August 31, 2005 discharge.

Ms. Love has received a total of \$912.00 in job insurance benefits since filing her additional claim effective September 4, 2005.

#### REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Ms. Love was separated from employment for any disqualifying reason. An individual who was discharged from employment is disqualified from receiving job insurance benefits if the discharge was for misconduct. Iowa Code section 96.5(2)a. The employer had the burden of proving disqualifying misconduct. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). Ms. Love was discharged for insubordination after she repeatedly refused to move her workstation as directed. An individual's refusal to perform a task does not constitute misconduct if the refusal is for good cause or in good faith. Woods v. Iowa Department of Job Service, 327 N.W.2d 768 (Iowa App 1982).

The employer wanted Ms. Love to sit with the rest of her team to facilitate management of the group. The request was not an unreasonable one. Ms. Love's reason for refusal was that she felt more comfortable in the area where she had been working. She has not articulated any adverse consequences that might have resulted from moving her workstation. The administrative law judge concludes that her refusal was neither for good cause nor in good faith. Ms. Love had ample notice that continuing in her refusal to move would result in her discharge. Her insubordination in refusing to relocate her work area constituted a substantial disregard of the standard of behavior the employer had the right to expect. It is concluded, therefore, that disqualifying misconduct has been established and benefits are denied.

Ms. Love has received benefits since filing her additional claim. Based on the decision herein, the benefits received now constitute an overpayment and must be repaid. Iowa Code section 96.3(7).

DECISION:

The representative's decision dated September 23, 2005, reference 04, is hereby reversed. Ms. Love was discharged for misconduct in connection with her employment. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly job insurance benefit amount, provided she satisfies all other conditions of eligibility. Ms. Love has been overpaid \$912.00 in job insurance benefits.

cfc/kjf